

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF LOUISIANA**

In re:

[NAME],

Debtor(s).

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Case No.

Chapter

Section

**MOTION OF <MOVER> FOR
RELIEF FROM STAY**

Now Into Court, through undersigned counsel, comes <Mover>, (“Mover”) who, pursuant to 11 U.S.C. §§ 361, 362, 363 and Bankruptcy Rules 4001, 6007, requests an order conditioning, modifying, or dissolving the automatic stay imposed by 11 U.S.C. § 362 of the Bankruptcy Code:

1.

The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b)(2). The venue of this case and this Motion is proper under 28 U.S.C. §§ 1408 and 1409.

2.

[Mover is the holder of the Note, more particularly described n paragraph 4, below.] <Or>
[Mover has standing to bring this Motion by virtue of_____.]

3.

On <date> <Debtors’ names> (collectively “Debtor”) filed a Petition for Relief under ____ of the Bankruptcy Code. <Choose> Debtor’s Plan of Reorganization [was][has not been] confirmed [on _____.] Mover is listed as a secured creditor under the terms of the Debtor’s Confirmed Plan. <Or> Subsequent to filing <Trustee’s name> was appointed as Trustee and has [not] abandoned the Collateral.

4.

On <date>, Debtor obtained a loan from Mover in the amount of <amount>. Such loan is evidenced by a promissory note or other writing dated <date> (the “Note”), a copy of which is attached as Exhibit A.

5.

To secure payment of the Note and performance of the other terms contained in it, the Debtor executed a [Mortgage][Security Agreement] dated <date> (the “Security Agreement”). The Security Agreement granted a lien on the real and/or personal property (the “Collateral”) owned by the Debtor, generally described as: _____ and more fully described in the Security Agreement.

6.

The lien created by the Security Agreement was duly perfected by the filing of [the Security Agreement][UCC-1 Financing Statement] in the office of the <parish> Parish Recorder on <date> [in the office of the Louisiana Secretary of State on <date>]<if applicable>. A copy of the [Security Agreement is][Security Agreement and Financing Statements are] attached to this Motion as Exhibit B.¹

7.

[If applicable] The Note and Security Agreement were transferred as follows:

On <date> to <transferee>. The transfer is evidenced [on Exhibits A and B] OR [by the document attached to this Motion on Exhibit D].

On <date>, to <2nd transferee>. The transfer is evidenced [on Exhibits A and B] OR [by the document attached to this Motion on Exhibit E].

8.

¹ [For an auto: The lien created by the Security Agreement was duly perfected by notation of such lien on Certificate of Title for the vehicle comprising the Collateral, a copy of which is attached as Exhibit C.]

The value of the Collateral is \$_____. This valuation is based on _____ <if other than as scheduled by Debtor or as contained in a confirmed Plan, attach copy of evidence of value>.

9.

Under the terms of the Note Debtor was required to pay equal monthly payments of principal and interest beginning on <date> and continuing monthly thereafter. As of the Petition date the Note was in default as Debtor failed to make the installment payments due for _____ <dates>.

Post-petition, Debtor has failed to deliver the payments due for _____ <dates>. Movant represents that it has applied all payments received by Debtor except: _____.

As of the date of this Motion, there is currently due and owing on the Note the outstanding balance of <amount> , plus interest accruing at the rate of <____%> per annum [\$_____ per day] from <date>. Other obligations may be due and are evidence in the Affidavit attached hereto.

10.

Other parties known to have an interest in the Collateral are: _____.<All interested parties must be served with a copy of this Motion.>

11.

Mover is entitled to relief from the automatic stay pursuant to 11 U.S.C. §§ 362(d)(1) and 362(d)(2) for these reason(s):

a. [Debtor has no equity in the Collateral and the Collateral is not needed by the Debtor for its reorganization. Mover believes that the collateral has a value of <amount>. Including the Mover's lien, there are liens in an aggregate amount of <amount> on the Collateral.]

b. [Debtor has failed to provide adequate protection for the lien held by the Mover because_____.]

c. [Debtor has failed to keep the Collateral adequately insured because _____.]

d. [Debtor has failed to pay the real estate taxes owing on the Collateral].

e. [Debtor has failed to make periodic payments to Mover since the commencement of this bankruptcy case, which total <amount> through <date>.]

12.

Mover attaches an Affidavit in support of this Motion as Exhibit D.

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[An insurance claim [is pending] [was settled] for damage to the Collateral.]<Or>[[No insurance existed] [Mover has no knowledge of insurance] to compensate Debtor or Mover for losses to the Collateral or its value.]

14.

This Motion conforms to the standard form adopted in this District except as follows:_____.

WHEREFORE, Mover prays for an Order from the Court granting Mover relief from the automatic stay of § 362 of the Bankruptcy Code to permit Mover to proceed under law and for such other and further relief to which the Mover may be entitled.

Respectfully submitted,

<Attorney & Bar Number>
<Law Firm>
<Street Address>
<City, State and Zip Code>
<Phone Number>

Attorney for Mover

CERTIFICATE OF SERVICE

I certify that on <date>, copies of this Motion for Relief from the Automatic Stay were served by mailing the same by ordinary U.S. mail, postage prepaid, to the persons listed below:

<Attorney>